

AGREEMENT BETWEEN
PUBLIC SAFETY EMPLOYEES UNION
DEPARTMENT OF ADULT AND JUVENILE DETENTION
AND
KING COUNTY

ARTICLE 1.	POLICY AND PURPOSE.....	1
ARTICLE 2.	UNION RECOGNITION AND MEMBERSHIP.....	2
ARTICLE 3.	MANAGEMENT RIGHTS	4
ARTICLE 4.	UNION REPRESENTATION.....	5
ARTICLE 5.	HOLIDAYS	6
ARTICLE 6.	VACATION	7
ARTICLE 7.	SICK LEAVE	10
ARTICLE 8.	WAGE RATES.....	12
ARTICLE 9.	OVERTIME AND CALLBACK.....	13
ARTICLE 10.	HOURS OF WORK.....	14
ARTICLE 11.	MEDICAL, DENTAL, AND LIFE INSURANCE PROGRAMS	16
ARTICLE 12.	MISCELLANEOUS	17
ARTICLE 13.	GRIEVANCE PROCEDURE.....	19
ARTICLE 14.	EDUCATION AND TRAINING PROGRAM	22
ARTICLE 15.	SAVINGS CLAUSE	23
ARTICLE 16.	WORK STOPPAGES AND EMPLOYER PROTECTION.....	24
ARTICLE 17.	REDUCTION-IN-FORCE	25
ARTICLE 18.	DURATION	27

AGREEMENT BETWEEN
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DEPARTMENT OF ADULT AND JUVENILE DETENTION
AND
KING COUNTY

ARTICLE 1: POLICY AND PURPOSE

Section 1. Policy. These articles constitute an Agreement, terms of which have been negotiated in good faith between the Public Safety Employees Union DAJD Management Bargaining Unit, hereinafter referred to as the Union, and King County and its Department of Adult and Juvenile Detention, hereinafter referred to as the Employer. This Agreement shall be subject to approval by ordinance of the County Council of King County, Washington.

Section 2. Purpose. The intent and purpose of this Agreement is to promote the continued improvement of the relationship between the Employer and its employees by providing a uniform basis for implementing the right of public employees to join organizations of their own choosing; to be represented by such organizations in matters concerning their employment relations with King County; and to set forth the wages, hours, and other working conditions of such employees in appropriate bargaining units, provided the County has authority to act on such matters, and further provided the matter has not been delegated to any civil service commission or personnel board similar in scope, structure, and authority as defined in RCW 41.56.

Section 3. Nondiscrimination. Whenever words denoting gender are used in this Agreement, they are intended to apply equally to either gender. The Employer and the Union agree that they will not discriminate against any employee by reason of race, color, age, sex, marital status, sexual orientation, political ideology, creed, religion, ancestry, national origin, or the presence of any sensory, mental, or physical disability. The provisions of this Article 1, Section 3 shall not be subject to the grievance procedure outlined in Article 13.

1 **ARTICLE 2: UNION RECOGNITION AND MEMBERSHIP**

2 **Section 1.** Exclusive Recognition. The King County Council recognizes the signatory
3 organization as representing those employees whose job classifications are listed in the attached
4 Addendum “A” and made a part hereof by this reference. Provisional employees are not covered by
5 the terms of this Agreement.

6 **Section 2.** Unit Membership. It shall be a condition of employment that all regular
7 employees who are members of the Union on the effective date of this Agreement, shall remain
8 members in good standing, or pay an agency fee to the Union for their representation to the extent
9 permitted by law. Timely payment of dues and initiation fees shall constitute being a member in
10 good standing.

11 It shall also be a condition of employment that regular employees covered by this Agreement
12 and hired on or after its effective date shall, on the thirtieth day following such employment, become
13 and remain members in good standing in the Union, or pay an agency fee to the Union for their
14 representation to the extent permitted by law.

15 Provided, that employees with a bona fide religious objection to union membership and/or
16 association based on the bona fide tenets or teachings of a church or religious body of which said
17 employees are a member may assert the right of non-association in accordance with Chapter 391-95
18 et seq. of the Washington Administrative Code. Such employees may make alternative payments to a
19 mutually agreed upon non-religious charity.

20 **Section 3.** Dues Deduction. Upon receipt of written authorization individually signed by a
21 bargaining unit employee, the County shall have deducted from the pay of such employee, the
22 amount of dues as certified by the secretary of the Union and shall transmit the same to the treasurer
23 of the Union.

24 The Union will indemnify, defend and hold the County harmless against any claims made and
25 against any suit instituted against the County on account of any check-off of dues for the Union. The
26 Union agrees to refund to the County any amounts paid to it in error on account of the check-off
27 provision upon presentation of proper evidence thereof.

28 **Section 4.** Employment Lists. The County will transmit to the Union a current listing of all

employees in the bargaining unit within thirty (30) days of request for same but not to exceed twice per calendar year. Such list shall include the name of the employee, classification, department, and salary.

ARTICLE 3: MANAGEMENT RIGHTS

It is recognized that the Employer retains the right to manage the affairs of the County and to direct the work force. Except by the express terms of this Agreement, such functions of the Employer include, but are not limited to:

a) determine the mission, budget, organization, number of employees, and internal security practices of the Department;

b) recruit, examine, evaluate, promote, train, transfer employees of its choosing, and determine the time and methods of such action;

c) discipline, suspend, demote, or dismiss employees for just cause except that when a transfer is used as a disciplinary sanction, it shall be subject to the grievance procedure and just cause provisions of Article 13;

d) assign and direct the work force;

e) develop and modify class specifications and allocate positions to those classifications;

f) determine the method, materials, and tools to accomplish the work;

g) designate duty stations and work sites, and assign employees to those duty stations and work sites;

h) reduce the work force;

i) establish reasonable work rules;

j) assign the hours of work and assign employees to shifts and days off and;

k) take whatever actions may be necessary to carry out the Department's mission in case of emergency.

In prescribing policies and procedures relating to personnel and practices, and to the conditions of employment, the Employer will comply with state law to negotiate or meet and confer, as appropriate.

All of the functions, rights, powers, and authority of the Employer not specifically abridged, deleted, or modified by this Agreement are recognized by the Union as being retained by the Employer.

1 **ARTICLE 4: UNION REPRESENTATION**

2 **Section 1.** Appointment to Union Position. An employee desiring election or appointment to
3 an office in the Union which requires a part or all of his/her time may request a leave of absence of
4 up to one (1) year without pay. The request shall normally be approved unless the leave would cause
5 a significant hardship to the department or unduly interfere with its ability to carry out its mission.

6 **Section 2.** Negotiations/Business Leave Bank. No more than one (1) employee who is
7 elected/appointed to serve on the Union negotiating committee will be allowed to negotiate future
8 contracts on County time.

9 **Section 3.** Union Representatives. The Department shall afford Union representatives a
10 reasonable amount of time while on-duty to consult with appropriate management officials and/or
11 aggrieved employees, provided that the Union representatives and/or aggrieved employees contact
12 their immediate supervisors, indicate the general nature of the business to be conducted, and request
13 necessary time without undue interference with assignment duties. The Department shall have the
14 option of requiring time spent on such activities to be recorded by the Union representatives on a
15 time sheet provided by the supervisor. Union representatives shall guard against use of excessive
16 time in handling such responsibilities.

ARTICLE 5: HOLIDAYS

Section 1. Observed Holidays. The Parties shall continue to observe the following paid holidays:

New Year's Day	(January 1)
Martin Luther King Jr. Day	(day of observance)
President's Day	(day of observance)
Memorial Day	(day of observance)
Independence Day	(July 4)
Labor Day	(day of observance)
Veteran's Day	(day of observance)
Thanksgiving Day	(day of observance)
The Friday following Thanksgiving Day	
Christmas Day	(December 25)

Holidays shall be observed in accordance with RCW 1.16.050, as amended.

Section 2. Holiday Pay. All employees shall take holidays on the day of observance (as identified above) unless their work schedule requires otherwise for continuity of services, in which event, the employee shall be eligible for either an additional eight (8) hours of pay at the straight-time regular rate or eight (8) hours of leave to be added to their accrued vacation, at the employee's option.

Employees will have two weeks from the date of the holiday to indicate their preference for pay or leave accrual. In the event the employee does not indicate a preference, the time shall be credited as eight (8) hours of leave added to their accrued vacation. All leave accrued under this section will be administered through the vacation plan (including maximum accruals provided in Article 6, Section 1.2).

Overtime eligible employees who work a shift which begins on a holiday, shall be paid for that shift at one and one-half (1-1/2) times their regular rate of pay in addition to regular holiday pay as outlined above.

Each employee shall receive two (2) additional personal holidays to be administered through the vacation plan. One day shall be added to accrued vacation on the first of October and the first of

November of each year. These days can be used in the same manner as any vacation day earned.

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ARTICLE 6: VACATION

Section 1. Accrual Rates. Regular, full-time employees working forty (40) hours per week, shall receive vacation benefits as indicated in the following table:

Full Years of Service	Annual Leave in Days
Upon hire through end of Year 5	12
Upon beginning Year 6	15
Upon beginning Year 9	16
Upon beginning Year 11	20
Upon beginning Year 17	21
Upon beginning Year 18	22
Upon beginning Year 19	23
Upon beginning Year 20	24
Upon beginning Year 21	25
Upon beginning Year 22	26
Upon beginning Year 23	27
Upon beginning Year 24	28
Upon beginning year 25	29
Upon beginning year 26 and beyond	30

Section 1.1. Part-time employees shall accrue vacation leave in accordance with the vacation leave schedule above, provided, however, such accrual rates shall be prorated to reflect their normally scheduled work week;

Section 1.2. Full-time regular employees may accrue up to sixty days vacation leave. Part-time regular employees may accrue vacation up to sixty days prorated to reflect their normally scheduled workweek. Employees shall use vacation leave beyond the maximum accrual amount prior to December 31 of each year. Failure to use vacation leave beyond the maximum accrual

1 amount will result in forfeiture of the vacation leave beyond the maximum amount unless the
2 Director of the Department of Adult and Juvenile Detention has approved a carryover of such
3 vacation leave because of cyclical workloads, work assignments or other reasons as may be in the
4 best interests of the Employer.

5 **Section 2.** An employee shall not be granted vacation benefits if not previously accrued.
6 Employees eligible for vacation leave shall accrue vacation from their date of hire. Employees shall
7 not be eligible to take or be paid for vacation leave until they have successfully completed their first
8 six months of county service, and if they leave county employment prior to successfully completing
9 their first six months of county service, shall forfeit and not be paid for accrued vacation leave. This
10 Section does not apply to employees who use accrued vacation for a qualifying event under the
11 Washington Family Care Act.

12 **Section 3.** County Employment While on Vacation. No person shall be permitted to work
13 for compensation for the County in any capacity during the time when vacation benefits are being
14 drawn.

15 **Section 4.** Incremental Usage. Vacation may be used by overtime eligible employees in one
16 half hour increments at the discretion of the department director or his appointed designee. Vacation
17 shall be used by FLSA (Fair Labor Standards Act) exempt employees in full day increments at the
18 discretion of the department director or his appointed designee.

19 **Section 5.** Upon Termination. Upon termination for any reason, the employee will be paid
20 for unused vacation credits.

21 **Section 6.** Upon Death. In cases of separation by death, payment of unused vacation benefits
22 shall be made to the employee's estate, or in applicable cases, as provided by RCW 49.48, Title II.

23 **Section 7.** Vacation Leave Transfers. Employees shall be allowed to transfer vacation leave
24 in accordance with the provisions set forth in County Ordinance 9257.

25 **Section 8.** Vacation Preference. When two bargaining unit members, in the same or different
26 classifications, have requested vacation during the same period; and operational needs require that
27 only one bargaining unit member can be off at one time, the bargaining unit member with the most
28 bargaining unit seniority will be given preference: provided; the vacation request by the senior

bargaining unit member has been submitted at least six (6) months prior to the requested vacation dates. If the request has been submitted less than six (6) months in advance it will be approved on a first come, first served basis.

1 **ARTICLE 7: SICK LEAVE**

2 **Section 1.** Accrual Rate. Every employee in a regular full-time or regular part-time position
3 shall accrue sick leave benefits at an hourly rate of .04616 hours for each hour in pay status exclusive
4 of overtime up to a maximum of eight hours per month; except that sick leave shall not begin to
5 accrue until the first of the month following the month in which the employee commenced
6 employment. The employee is not entitled to sick leave if not previously earned.

7 **Section 2.** Eligible Absences. Sick leave shall be paid on account of the employee's illness
8 as follows:

- 9 a) Employee illness;
- 10 b) Noncompensable injury of an employee (e.g., those injuries generally not eligible
11 for worker's compensation payments);
- 12 c) Employee exposure to contagious diseases and resulting quarantine;
- 13 d) Employee disability due to pregnancy or childbirth;
- 14 e) Employee medical, dental, or optical appointments.
- 15 f) As otherwise provided for by federal and state law, including the Washington
16 Family Care Act.

17 **Section 3.** Vacation Sick Leave. After six months of full-time service, a regular employee
18 may, at management's discretion, be permitted to use up to one-half of his/her accruing vacation (5
19 days) as an essential extension of used sick leave. If an employee does not work a full twelve (12)
20 months, any vacation credit used for sick leave must be reimbursed to the County upon termination.
21 This Section does not apply to employees using accrued vacation leave for a qualifying event under
22 the Washington Family Care Act.

23 **Section 4.** Incremental Usage. Sick leave may be used by overtime eligible employees in
24 one-half (1/2) hour increments at the discretion of management. Vacation shall be used by FLSA
25 (Fair Labor Standards Act) exempt employees in full day increments at the discretion of the
26 department director or his appointed designee.

27 **Section 5.** Maximum Accrual. There shall be no limit to the hours of sick leave accrued by
28 an employee.

1 **Section 6.** Upon Separation. Separation from King County employment, except by
2 retirement or reason of temporary lay-off due to lack of work or funds, shall cancel all sick leave
3 currently accrued to the employee. Should the employee resign in good standing and return to the
4 County within two years, accrued sick leave shall be restored.

5 **Section 7.** Cash Out. King County will reimburse those employees who have at least five (5)
6 years service and retire as a result of length of service or who terminate by death, thirty-five percent
7 (35%) of their unused, accumulated sick leave. All payments shall be made in cash, less any
8 mandatory withholdings, based on the employee's base rate. This cash out is subject to the adoption
9 of a Voluntary Employee Beneficiary Association (VEBA) by members of this bargaining unit.

10 **Section 8.** Worker's Compensation. Employees injured on the job cannot simultaneously
11 collect sick leave and worker's compensation payments greater than the net regular pay of the
12 employee.

13 **Section 9.** Employees shall be entitled to family medical leave, as provided by the federal
14 Family Medical Leave Act, the King County Family Medical Leave ordinance and any Washington
15 state laws that provide for family medical leave. These laws and ordinances shall control in the event
16 of a conflict with this Agreement.

17 **Section 10.** Sick Leave Incentive. In January of each calendar year, employee sick leave
18 usage will be reviewed. Regular full-time employees who have used two (2) days or less of sick
19 leave during the preceding calendar year shall be rewarded by having two (2) additional days
20 credited to their vacation account. Regular, full-time employees who have used more than two (2)
21 but less than four (4) days of sick leave during the proceeding year shall be rewarded by having one
22 (1) additional day credited to their vacation account. For purposes of this article, "days" shall consist
23 of 8 hours each.

ARTICLE 8: WAGE RATES

Section 1. 2008 Wage Rates. Effective January 1, 2008, the base wages in effect on December 31, 2007 shall be increased by 90% of the CPI-W for All U.S. Cities (September 2006 to September 2007) with a maximum increase of six percent (6%), but not less than 2 percent (2%). Effective January 1, 2008, wage rates for employees in the classifications of Corrections Program Administrator and Corrections Program Supervisor will be based on the King County Squared Salary Table, Ranges 67 and 62, respectively. Step placement will be on a step to step basis.

Section 2. 2009 Wage Rates. Effective January 1, 2009, the base wages in effect on December 31, 2008 shall be increased by 90% of the CPI-W for All U.S. Cities (September 2007 to September 2008) with a maximum increase of six percent (6%), but not less than two percent (2%). Effective January 1, 2009, wage rates for employees in the classifications of Corrections Program Administrator and Corrections Program Supervisor will be based on the King County Squared Salary Table, Ranges 68 and 63, respectively. Step placement will be on a step to step basis.

Section 3. 2010 Wage Rates. Effective January 1, 2010, the base wages in effect on December 31, 2009 shall be increased by 90% of the CPI-W for All U.S. Cities (September 2008 to September 2009) with a maximum increase of six percent (6%), but not less than two percent (2%).

Section 4. 2011 Wage Rates. Effective January 1, 2011, the base wages in effect on December 31, 2010 shall be increased by 90% of the CPI-W for All U.S. Cities (September 2009 to September 2010) with a maximum increase of six percent (6%), but not less than two percent (2%).

Section 5. Work in Higher Classification. Whenever an employee is assigned, in writing, by the Department Director or designee, to perform the duties of a higher classification, that employee shall be paid at the first step of the higher class or the next higher step as would constitute the step closest to a five (5) percent increase over the salary received prior to the assignment, for all time spent while so assigned. Such payment shall commence with the first day in the assignment.

1 **ARTICLE 9: OVERTIME AND CALLBACK**

2 **Section 1. Overtime.**

3 a. The regular schedule of work shall be forty (40) hours in a week or eight (8) hours
4 in a work day, unless the employee is on an alternative work schedule, which has a longer daily shift.
5 No overtime shall be worked unless the employee has received prior approval from his/her supervisor
6 to work the necessary overtime hours.

7 b. The employee will be allowed to elect to receive either compensatory time or to be
8 paid at the appropriate rate of pay. Employees may accrue up to 80 hours of compensatory time.
9 Employees may continue to accrue additional compensatory time beyond the 80 hours specified
10 herein if, as a result of cyclical workloads or work assignments that the taking of compensatory time
11 would result in an undue hardship for the Employer, the employee is unable to take accrued
12 compensatory time. Employees must obtain a waiver from the Director of the Department of Adult
13 and Juvenile Detention to be able to accrue compensatory time beyond the 80 hour limit. If a waiver
14 is denied, the use of accrued compensatory time shall be granted.

15 c. If an emergency necessitates a bargaining unit member to receive telephone calls at
16 home, the calls shall be logged (with respect to time and issue) and the employee receiving such calls
17 shall be paid either straight time or overtime, as required by the provisions of this agreement.

18 **Section 2. Callback.** All bargaining unit members who are called back to work after
19 completion of their regularly scheduled shift shall be paid for such at the appropriate overtime rate.
20 A minimum of four (4) hours shall be paid to the employee or, where the actual hours worked
21 exceeds four (4) hours, the employee shall be paid for actual hours worked. Employees shall not be
22 called out more than once in a twenty-four (24) hour period.

23 **Section 3. Court Appearances.** Bargaining unit members who are required to “stand by” for
24 court appearances shall be compensated at a rate of fifty (50) percent of their normal straight time
25 hourly rate for all hours they are on standby status on their regularly scheduled day off. Once
26 notified that the employee must report to court, the standby pay shall cease and the provisions as
27 outlined in Section 2 above shall apply. If the employee is not required to appear in court, a
28 minimum of four (4) hours shall be paid at the standby rate.

ARTICLE 10: HOURS OF WORK

Section 1. Hours of Work. The regular schedule of work of bargaining unit members shall be forty (40) hours per week.

Section 2. Assignment of Work Schedules. The establishment of reasonable work schedules and starting times is vested solely within the purview of department management and may be changed from time to time provided a two (2) week notice of change is given, except in those circumstances over which the Department cannot exercise control. PROVIDED: the required two (2) week notification period shall not commence until the employee has received the verbal or written notification of the proposed change. In the exercise of this prerogative, department management will act reasonably and will establish schedules to meet the dictates of the work load, however, nothing contained herein will permit split shifts. Employees schedules will allow for a minimum of two (2) consecutive days off.

Section 3. Alternative Work Schedules. With management approval, work schedules may be altered upon written request of the employee. If such written request is denied by management, the employee may request to meet with management to discuss the reasons for the denial. Management's decision to deny a change in work schedule shall not be grievable under the grievance procedure set forth in this Agreement.

Section 4. Job-Sharing. If two bargaining unit employees in the same job classification wish to share one full-time position, they shall submit such a request to the Facility Commander, who shall transmit the request to the Department Director. The Department Director shall have sixty (60) days from the date she/he receives the request to review the request and either approve or deny the request for job-sharing. Employees who share one full-time position shall receive pro-rata, on the basis of hours worked, benefits, except medical, dental, and insurance benefits shall be granted on the same basis as other half-time County employees. In the event that one of the job-sharing employees terminates his/her employment (either voluntarily or involuntarily), the job-sharing arrangement shall cease, and the remaining employee reverts to full-time. The provisions of the Article 10, Section 4 shall be exempt from the grievance procedure set forth in Article 13.

Section 5. Corrections Program Administrators and Correction Program Supervisors. The

work day of the Corrections Program Administrators and Correction Program Supervisors shall include a one-half (1/2) hour paid lunch. During this paid lunch the Corrections Program Administrators and Correction Program Supervisors shall be available for work.

1 **ARTICLE 11: MEDICAL, DENTAL, AND LIFE INSURANCE PROGRAMS**

2 King County presently participates in group medical, dental, and life insurance programs.
3 The County agrees to maintain the level of benefits in these plans during the term of this Agreement,
4 provided that the Union and the County agree to incorporate changes to employee insurance benefits
5 which the County may implement as a result of the agreement of the Joint Labor-Management
6 Insurance Committee.

7 The County will continue to allow retired employees to purchase medical coverage at their
8 own expense, up to age 65, at the County set-aside rate.

1 **ARTICLE 12: MISCELLANEOUS**

2 **Section 1.** Mileage Reimbursement. All employees who have been authorized by
3 management to use their own transportation on County business shall be reimbursed at the rate
4 approved by ordinance by the King County Council.

5 **Section 2.** Employee Personnel Files. Any/all employee files, except the “background” file,
6 shall be available for review upon request during normal business hours. No information will be
7 placed in these files without the employee’s prior knowledge.

8 **Section 3.** Jury Duty. An employee required by law to serve on jury duty shall continue to
9 receive salary and shall be relieved of regular duties. If operationally feasible, the employee will be
10 assigned to the day shift for the period of time necessary for such assignment duty. The fees,
11 exclusive of mileage, paid by the Court for jury duty shall be forwarded to the Comptroller.

12 When an employee is notified to serve on jury duty, he/she will inform his/her immediate
13 supervisor as soon as possible, but not later than two (2) weeks in advance, regarding the dates of
14 absence from regular duties. The supervisor will ensure that the employee is relieved of regular
15 duties a minimum of sixteen (16) hours prior to the time of reporting for jury duty.

16 When the employee is dismissed from jury duty, the employee is required to contact his/her
17 supervisor immediately. The supervisor will instruct the employee when to report to work,
18 PROVIDED: there must be a minimum of twelve (12) hours between the time the employee is
19 dismissed from his/her total required assignment to jury duty and the time he/she must report for
20 regular duties. In the event of a break during jury service of one day or more, employees shall return
21 to work during those full day breaks.

22 **Section 4.** Bulletin Boards. The employer agrees to permit the Union to post on County
23 bulletin boards, the announcement of meetings, election of officers, and any other Union material
24 which is not prohibited by state law or County ordinance.

25 **Section 5.** Beepers. Bargaining unit employees who are assigned beepers will be required to
26 wear such beepers only during their scheduled work hours. They will not be required to carry
27 beepers during non-working hours. Further, employees shall maintain the beepers in operational
28 condition.

1 **Section 6. Biweekly Pay.** The right to define and implement a new payroll system, including
2 but not limited to a biweekly payroll system, is vested exclusively in the Employer. Implementation
3 of such system may include a conversion of wages and leave benefits into hourly amounts and the
4 parties recognize the Employer's exclusive right to make the changes necessary to implement such
5 payroll system.

6 **Section 7. Travel Between Facilities.** Any employee stationed at one jail facility and having
7 to travel to another jail facility during their work shift will be provided a County car for the trip,
8 access to an employees' transfer bus, or will be paid at the King County mileage rate then in effect.
9 The method of transportation used by the employee will be at the option of the Employer.

10 **Section 8.** If changes are made to King County parking procedures as they affect employees
11 at any King County Jail Facility where bargaining unit members primarily work, the Union may
12 request to negotiate any mandatory subject of negotiations regarding such changes per R.C.W. 41.56.

13 **Section 9.** Employees who translate a language in the work place identified by management
14 as a language for which translation activity is necessary shall be paid five hundred dollars (\$500) per
15 year. The stipend shall be paid to eligible employees on a pro-rated and semi-monthly basis.
16 Eligible employees shall be required to pass a language proficiency test administered by the County.
17 The employer retains the discretion to determine the number of employees that may qualify for the
18 premium.

19 **Section 10. Bargaining Unit Vacancies.** Prior to filling a vacancy in a bargaining unit
20 position, employees in the same classification as the vacancy will be given an opportunity to submit
21 transfer requests for the vacant position. Selection of the successful applicant will include seniority
22 in classification as a factor in consideration. Employees who have successfully transferred shall be
23 prohibited from future transfers for a two (2) year period.

24 If no bargaining unit member submits a transfer request for a vacant position, applications
25 may be solicited from non-bargaining unit members at the discretion of management. Nothing in this
26 section shall modify management's right to make changes in assignment to address departmental
27 operating need.

ARTICLE 13: GRIEVANCE PROCEDURE

Section 1. Intent. The Employer and the Union commit to addressing and resolving issues in a fair and responsible manner and at the lowest level possible. Employees are encouraged to address disagreements early and may do so without restraint.

Section 2. Definition. A grievance shall be defined as an alleged violation of any of the express terms of this contract to include wages, hours, and working conditions as specifically provided herein.

Section 3. Procedure.

Step 1 - Supervisor. A grievance will be addressed verbally between a Supervisor and the Administrator (his/her own immediate supervisor) within ten (10) workdays of the event or circumstance giving rise to the issue. If not satisfactorily resolved within ten (10) workdays, the issue will be referred in a jointly written statement by both parties to the Associate Director. The Associate Department Director will have ten (10) working days to review the statement and to resolve the issue. If not satisfactorily resolved within ten (10) working days, the issue will be referred in a jointly written statement by both parties to the Department Director.

Administrator. A grievance will be addressed verbally between the Administrator and the Facility Commander within ten (10) working days of the event or circumstance giving rise to the issue. If not satisfactorily resolved within ten (10) workdays, the issue will be referred in a jointly written statement by both parties to the Department Director.

Step 2 - Department Director. The Department Director will have fifteen (15) workdays to review the statement(s) and to resolve the grievance. If the resolution recommended by the Department Director is not acceptable, either party may refer the grievance to Step 3.

Step 3 - Failing to settle the grievance in accordance with Step 2, the grievance shall be submitted in writing to the Director of the Human Resources Division of the Department of Executive Services (Director of HRD) or designee within fifteen (15) workdays from the date the Step 2 response was received or due, whichever comes first. The Director of HRD or designee shall schedule a hearing within fifteen (15) workdays from the date of receipt of the written Step 3 grievance. The Director of HRD or designee shall render a decision within ten (10) calendar days of

1 the hearing.

2 **Step 4 - Arbitration.** Should the Director of HRD or designee not resolve the
3 grievance to the satisfaction of the Union, the Union may request arbitration within thirty (30)
4 calendar days of the date the Step 3 response was due. The request must specify:

- 5 a. Article or Articles the County has allegedly violated;
- 6 b. details or nature of the violation;
- 7 c. position of party who is referring the grievance to arbitration;
- 8 d. questions which the arbitrator is being asked to decide; i.e., issues
9 statement; and;
- 10 e. remedy sought.

11 **Section 4. Selection of Arbitrator.** Should arbitration be chosen, the arbitrator shall be
12 selected by agreement of the parties. Failing agreement, the arbitrator shall be selected from a panel
13 of eleven arbitrators furnished by P.E.R.C. or F.M.C.S. The arbitrator shall be selected from the list
14 by both the employer and the Union alternately striking a name from the list until only one name
15 remains. It shall be the responsibility of the party requesting arbitration to contact the appropriate
16 entity for a list. The arbitrator shall be asked to render a decision promptly and the decision of the
17 arbitrator shall be final and binding on both parties.

18 **Section 5. Authority of the Arbitrator.** In connection with any arbitration proceeding held
19 pursuant to this Agreement, the following is understood:

- 20 a. The arbitrator shall have no power to render a decision that will add to, subtract
21 from, alter, change, or modify the terms of this Agreement, and his/her power shall be limited to
22 interpretation or application of the expressed terms of this Agreement. All other matters shall be
23 excluded from arbitration.
- 24 b. No matter may be arbitrated which the employer, by law, has no authority over, has
25 no authority to change, or has been delegated to any civil service commission or personnel board, as
26 defined in the Revised Code of Washington, Chapter 41.56.
- 27 c. The parties agree that the decision or award of the arbitrator shall be final and
28 binding on each of the parties and that they will abide thereby. There shall be no strikes, cessation of

1 work, or lockout during such conferences or arbitration.

2 d. Each party shall bear one half (1/2) of the arbitrators' fee and expenses.

3 e. Each party shall bear the cost of its own legal representation regardless of the
4 outcome of the arbitration.

5 **Section 6. Multiple Procedures.** If employees have access to multiple County procedures for
6 adjudicating grievances, the selection by the employee of one procedure will preclude access to other
7 procedures; selection is to be made no later than at the conclusion of Step 2 of this grievance
8 procedure.

9 **Section 7. Procedure for Waiving.** Time restrictions and/or grievance steps may be waived
10 by written mutual consent of both parties, provided that new time limits be established by the written
11 document.

12 **Section 8. Just Cause Standard.** No non-probationary employee may be discharged,
13 suspended without pay or disciplined in any way except for just cause. In addition, the County will
14 employ the concept of progressive discipline.

15 **Section 9. Probationary Period.** All newly hired and promoted employees must serve a
16 probationary period as defined in the King County Code. The probationary period is an extension of
17 the hiring process, therefore, the provisions of this Article will not apply to employees if they are
18 discharged during their initial probationary period or are demoted during the promotional
19 probationary period for not meeting the requirements of the classification. Grievances brought by
20 probationary employees involving issues other than discharge or demotion may be processed in
21 accordance with this Article.

22 **Section 10. Parties to the Agreement.** In as much as this is an agreement between the County
23 and the Union, no individual may, without Union concurrence, make use of the provisions of this
24 Article.

1 **ARTICLE 14: EDUCATION AND TRAINING PROGRAM**

2 **Section 1.** General. The parties acknowledge that the training and development of
3 employees is a matter of primary importance.

4 **Section 2.** Training Opportunities. Notice of special schools and general training
5 opportunities will be posted and all interested personnel will be allowed to apply for these
6 opportunities prior to any final selection. In addition, the department will continue its practice of
7 sending notices of specialized training opportunities to applicable personnel.

8 Employees shall be eligible to be paid their regular wages while attending approved and job-
9 related in-service, meetings, educational workshops and/or seminars plus travel expenses in
10 accordance with the County travel reimbursement policies.

11 **Section 3.** Education Incentive. The parties endorse the value of training for employees. In
12 order to encourage such accomplishments, the Employer may reimburse employees for certain
13 education and training expenses. In addition, the Employer will continue its current practice of
14 providing paid leave for the required attendance at training sessions and seminars.

ARTICLE 15: SAVINGS CLAUSE

Should any part hereof or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof; provided, however, upon such invalidation the parties agree to meet and re-negotiate such parts or provisions affected. The remaining parts or provisions shall remain in full force and effect.

1 **ARTICLE 16: WORK STOPPAGES AND EMPLOYER PROTECTION**

2 **Section 1.** No Work Stoppage. Nothing in this Agreement shall be construed to give an
3 employee the right to strike, and no employee shall strike or refuse to performed assigned duties to
4 the best of his/her ability. The Union agrees that it will not condone or cause any strike, slowdown,
5 mass sick call, or refusal to perform any customarily assigned duties, or any other form of work
6 stoppage or interference with the normal operation of the jail.

7 **Section 2.** Union Responsibility. Upon notification in writing by the County to the Public
8 Safety Employees Union DAJD Management Bargaining Unit that any of its members are engaged in
9 a work stoppage, the Union shall immediately, in writing, order such employee to immediately cease
10 engaging in such work stoppage and provide the County with a copy of such order. In addition, if
11 requested by the County, a responsible official of the Union shall publicly order such employees to
12 cease engaging in such a work stoppage.

13 **Section 3.** The Employer agrees that there shall be no lock-out during the term of this
14 Agreement.

1 **ARTICLE 17: REDUCTION-IN-FORCE**

2 **Section 1.** Order of Layoff. Employees laid off as a result of a reduction in force shall be
3 laid off according to seniority within the classification; the least time within the classification being
4 the first to go. In the event there are two or more employees eligible for layoff within the
5 Department with the same length of time in a classification, then the time in the Department will
6 determine the order of layoff with the least senior being the first to go. Provided: no regular or
7 probationary employee shall be laid off while there are temporary extra-help employees serving in
8 the classification covered under this Agreement from which layoffs are to occur.

9 **Section 2.** Reversion to Previously Held Positions. In lieu of lay-off, a Corrections Program
10 Administrator who has been promoted from a Corrections Program Supervisor within the Department
11 of Adult and Juvenile Detention shall be allowed to bump the least senior Corrections Program
12 Supervisor. Provided: the employee exercising his/her right to bump has more seniority in the
13 classifications of Corrections Program Supervisor and Corrections Program Administrator combined
14 than the employee being bumped.

15 **Section 3.** Seniority of Corrections Program Administrators. Employees in the Corrections
16 Program Supervisor classification who are promoted to the Corrections Program Administrator
17 classification will continue to accrue seniority in the Corrections Program Supervisor classification
18 while serving in the Corrections Program Administrator classification. Such employees will accrue
19 seniority in each classification simultaneously. This provision shall apply to current Corrections
20 Program Administrators who previously served as Corrections Program Supervisors, retroactively to
21 the date of their promotion to Corrections Program Administrator.

22 **Section 4.** Reassignment by Director of HRD. In lieu of layoff, or if an employee eligible to
23 revert to a previously-held position pursuant to this Article elects not to revert, the Director of HRD
24 may reassign such employee to a comparable, vacant position, when the Director of HRD determines
25 such reassignment to be in the best interest of the County.

26 **Section 5.** Recall from Layoff. The names of laid off employees will be placed on a re-
27 employment list in reverse order of the actual layoff. Such list shall remain in effect for a period of
28 two years or until all laid off employees are rehired with the County, whichever comes first.

Section 6. Meet and Confer on Reductions-In-Force. Whenever feasible, at least thirty days prior to any proposed reduction in force of any bargaining unit position, the Employer will meet with the Union. The purpose of the meeting will be to explore options to the reduction in force that may be achieved through job sharing, leaves of absence, other DAJD assignments, or such other options that the Employer and the Union may propose.

1 **ARTICLE 18: DURATION**

2 This Agreement and each of its provisions, unless otherwise stated, shall cover the period
3 from January 1, 2008 and shall become effective the first full pay period after approval by the King
4 County Council, and shall continue in full force and effect through December 31, 2011.

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9 **APPROVED** this _____ day of _____, 2008

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12
13 By: _____

14 King County Executive

15
16
17
18 SIGNATORY ORGANIZATION:

19
20 _____
21 Public Safety Employees Union
22 Department of Adult & Juvenile Detention Management
23
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25
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